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OFFICE OF THE  
EXECUTIVE SECRETARY

March 13, 2001

**Via Hand Delivery**

David Waddell, Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

RE: Complaint of Intermedia Communications, Inc. Against BellSouth  
Telecommunications, Inc. to Enforce the Reciprocal Compensation Requirement  
of the Parties' Interconnection Agreement; Docket No. 00-00280

Dear Mr. Waddell:

Enclosed for filing are the original and 13 copies of the following in the above-referenced matter:

- 1) Rebuttal testimony of Julia Strow;
- 2) Rebuttal testimony of Carl Jackson;
- 3) Affidavit to direct testimony of Edward L. Thomas filed earlier; and
- 4) Affidavit to direct testimony of Carl Jackson filed earlier.

Sincerely,



H. LaDon Baltimore

LDB/dcg  
Enclosures  
cc: Parties of record

**BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

IN RE:

COMPLAINT OF INTERMEDIA  
COMMUNICATIONS INC. AGAINST  
BELLSOUTH TELECOMMUNICATIONS,  
INC. TO ENFORCE THE RECIPROCAL  
COMPENSATION REQUIREMENT OF  
THE PARTIES' INTERCONNECTION  
AGREEMENT

)  
)  
) Docket No. 00-00280  
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**REBUTTAL TESTIMONY OF  
JULIA STROW  
ON BEHALF OF INTERMEDIA COMMUNICATIONS INC.**

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**March 13, 2001**

1       **Q.     PLEASE IDENTIFY YOURSELF.**

2       **A.**My name is Julia Strow. My current position with Cbeyond Communications and former  
3       position with Intermedia Communications Inc. are set out in my Direct Testimony filed January 9,  
4       2001.

5       **Q.     WHAT IS THE PURPOSE OF THIS REBUTTAL TESTIMONY?**

6       **A.**My purpose is to respond to certain statements made in the Direct Testimony of Jerry  
7       Hendrix, a BellSouth witness.

8       **Q.     AT PAGE 13 OF HIS DIRECT TESTIMONY, MR. HENDRIX STATES THAT**  
9       **WHEN MULTIPLE TANDEM ACCESS WAS DISCUSSED, "BELLSOUTH**  
10       **REQUESTED THAT INTERMEDIA AMEND THE INTERCONNECTION**  
11       **AGREEMENT TO ALSO INCORPORATE THE 'COST-BASED' RATES WITH THE**  
12       **ELEMENTAL RATE STRUCTURE FOR RECIPROCAL COMPENSATION FOR ALL**  
13       **LOCAL TRAFFIC ESTABLISHED BY STATE COMMISSIONS IN BELLSOUTH'S**  
14       **REGION." DID YOU RECEIVE SUCH A REQUEST?**

15       **A.**No. I never received a request, orally or in writing, to change reciprocal compensation  
16       rates for all local traffic, including traffic to Internet service providers. I did not understand the  
17       draft of the MTA Amendment to constitute such a request. I am not aware of anyone else at  
18       Intermedia receiving such a request.

19       **Q.     AT PAGE 3 OF HIS DIRECT TESTIMONY, MR. HENDRIX STATES THAT**  
20       **"BELLSOUTH CONTENDS THAT THE RATES SET FORTH IN THE JUNE 3, 1998**  
21       **AMENDMENT REPLACED THE RATES CONTAINED IN INTERMEDIA'S**  
22       **ORIGINAL INTERCONNECTION AGREEMENT, AND THEREFORE APPLIED**  
23       **AFTER JUNE 3, 1998." IS THAT CORRECT?**

24       **A.**While that may be BellSouth's contention, the June 3, 1998 Amendment does not replace  
25       rates contained in the original Interconnection Agreement. Rather, the June 3, 1998 Amendment  
26       sets out rates for a new service, i.e., Multiple Tandem Access, as set forth in Attachment A to the  
27       Amendment.

28               Moreover, the form of the June 3, 1998 Amendment is significant. That is, the June 3,  
29       1998 Amendment does not state anything about removing or deleting sections of the previously  
30       approved Interconnection Agreement. Rather, this amendment adds a new interconnection  
31       service by which BellSouth would incur additional costs in providing more functionality.

1           It is important to point out that when Intermedia and BellSouth amended their  
2 Interconnection Agreement to replace a former term with a new term, they typically would first  
3 set forth the specific section that was to be deleted and then set forth the language of the new  
4 section to be inserted. Attached hereto as **Strow Exhibits 4 and 5** are copies of amendments  
5 dated February 24, 1997 and February 16, 1999 which follow this approach. That is, both  
6 amendments first delete the section that is being replaced and then add the new language of the  
7 new provision which has been agreed to.

8           The June 3, 1998 Amendment does not follow the approach of deleting an existing  
9 section. Thus, the June 3, 1998 Amendment does not replace rates for an existing service but  
10 rather adds a service with rates for that service.

11 **Q. IF, AS BELL SOUTH CONTENDS, THE MTA AMENDMENT REDUCED**  
12 **RECIPROCAL COMPENSATION RATES FOR ISP TRAFFIC EVEN THOUGH IN**  
13 **STATES SUCH AS TENNESSEE INTERMEDIA DID NOT ORDER MTA SERVICE,**  
14 **WHAT BENEFIT WOULD INTERMEDIA WOULD HAVE RECEIVED FROM THE**  
15 **MTA AMENDMENT?**

16 **A.** There would have been no benefit at all. I would have never agreed to give up a large part  
17 of the compensation for ISP-bound traffic for all of the 9-state BellSouth territory in return for  
18 MTA service which was only potentially an issue in one State. Such an agreement would have  
19 been one-sided and most unfair.

20 **Q. DID YOU EVER TALK WITH MR. HENDRIX ABOUT THE MTA**  
21 **AMENDMENT PRIOR TO ITS EXECUTION.**

22 **A.** No. I did not talk with Mr. Hendrix about the MTA Amendment before it was signed.  
23 Mr. Hendrix and I did not discuss a reduction in the reciprocal compensation rates during this  
24 period. All of my communications with BellSouth concerning the MTA Amendment – verbal or  
25 written – were with Stuart Hudnall.

26           Mr. Hendrix testified before the North Carolina Utilities Commission that he had two  
27 conversations with me about the MTA amendment before it was signed. He is mistaken, and his  
28 testimony in North Carolina shows his mistake. Attached as **Strow Exhibit 6** are copies of the  
29 pertinent pages of the North Carolina transcript. Mr. Hendrix testified there that the first of two

1 conversations he alleges took place no more than two weeks before the MTA Amendment was  
2 signed. See **Strow Exhibit 6**, pp 182-83. The MTA Amendment was signed on June 3, 1998.  
3 So according to Mr. Hendrix, this conversation took place in May 1998. He testified that the  
4 purpose of the first of these conversations was to inform him that Tom Allen was leaving  
5 Intermedia and that I would be his contact at Intermedia. See **Strow Exhibit 6**, page 180. Tom  
6 Allen was employed in Intermedia's regulatory group and worked closely with me. However,  
7 Tom Allen left Intermedia in July of 1997 – nearly a year before the conversation in which Mr.  
8 Hendrix alleges we discussed the MTA amendment.

9 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

10 **A. Yes.**

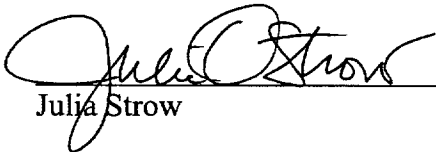
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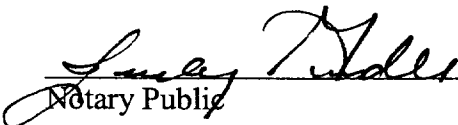
COUNTY OF

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Julia Strow, Vice President of Regulatory and Industry Relations, Cbeyond Communications, who, being by me first duly sworn deposed and said that:

She is appearing as a witness before the Tennessee Regulatory Authority in Docket No. 00-00280 on behalf of Intermedia Communications Inc., and if present before the Authority and duly sworn, her testimony would be set forth in the annexed rebuttal testimony consisting of 3 pages and 1 exhibit.

  
Julia Strow

Sworn to and subscribed  
before me on: 3-12-01.

  
Notary Public

My commission expires:

Notary Public, Gwinnett County, Georgia.  
My Commission Expires Sept. 10, 2002.

**DOCKET NO. 00-00280**  
**EXHIBIT 4**  
**REBUTTAL TESTIMONY OF JULIA STROW**

AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN  
INTERMEDIA COMMUNICATIONS, INC. AND  
BELLSOUTH TELECOMMUNICATIONS, INC. DATED JULY 1, 1996

Pursuant to this Agreement (the "Amendment"), Intermedia Communications, Inc., ("ICI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ICI and BellSouth hereby covenant and agree as follows:

Eliminations and Insertions

1. The Parties agree to eliminate and strike out of the Interconnection Agreement all of paragraphs IV(C) and IV(D) on page 4, and inserting in place thereof the following paragraphs:

C. Left Blank Intentionally

D. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as the actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

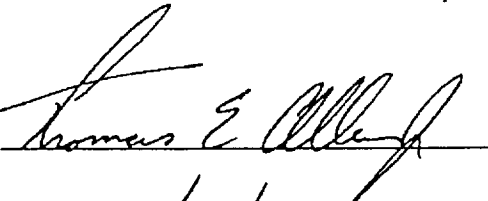
2. The Parties further agree to eliminate and strike out of the Interconnection Agreement all of the language of Attachment A, leaving Attachment A blank intentionally.

3. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1996, shall remain in full force and effect.

4. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

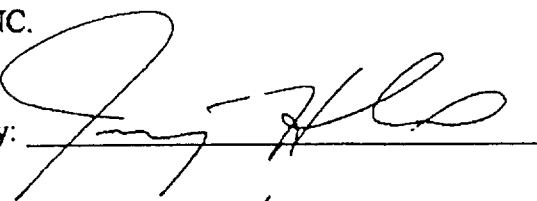
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

INTERMEDIA COMMUNICATIONS, INC.

By: 

DATE: 2/24/97

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

DATE: 2/24/97

**DOCKET NO. 00-00280**  
**EXHIBIT 5**  
**REBUTTAL TESTIMONY OF JULIA STROW**

**AMENDMENT TO  
INTERCONNECTION AGREEMENT BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND INTERMEDIA COMMUNICATIONS, INC.  
DATED JULY 1, 1996**

Pursuant to this Agreement (the "Agreement"), Intermedia Communications, Inc. ("Intermedia") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 1996, ("Interconnection Agreement") and the following amendments: Amendment dated February 24, 1997 regarding reciprocal compensation; Amendment dated February 24, 1997 regarding Unbundled Network Elements and Packet Switching; and Amendment dated June 3, 1998 regarding Multiple Tandem Access.

WHEREAS, Intermedia and BellSouth had agreed to settle the arbitration proceedings concerning their replacement interconnection agreements currently pending in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee by the following amendment to the existing contract; and

WHEREAS, BellSouth agrees to extend the existing agreements in all nine states, including this amendment, with all rates, terms and conditions, in its entirety in exchange for Intermedia's withdrawal of the arbitration petition; and

WHEREAS, the parties acknowledge that their agreement to extend the interconnection agreements is dependent upon all of the rates, terms and conditions in the interconnection agreements in their entirety, as each is interdependent upon the others;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Intermedia and BellSouth hereby covenant and agree as follows:

1. The Parties agree to delete Section III, in its entirety and replace the section with the following:
  - A. The term of this Agreement shall begin July 1, 1996, and continue until December 31, 1999.

- B. The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.
- C. If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, or pursuant to section 252(i) of the Act adopted by Intermedia, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.
- D. BellSouth has agreed to the extension of the agreement only as a whole and not as to the individual rates, terms and conditions contained within the Agreement.

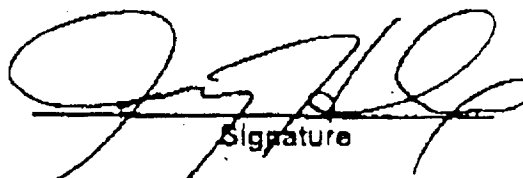
2. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Intermedia Communications, Inc.

BellSouth Telecommunications, Inc.

  
Signature

  
Signature

Heather Burnett Gold  
Name

Jerry D. Hendrix  
Name

VP - Regulatory & External Affairs  
Title

Director - Interconnection Services  
Title

2/15/99  
Date

2/16/99  
Date

**DOCKET NO. 00-00280**  
**EXHIBIT 6**  
**REBUTTAL TESTIMONY OF JULIA STROW**

**NORTH CAROLINA UTILITIES COMMISSION**

**TRANSCRIPT OF TESTIMONY**

**ENFORCEMENT OF INTERCONNECTION AGREEMENT  
BETWEEN INTERMEDIA COMMUNICATIONS, INC.  
AND BELL SOUTH TELECOMMUNICATIONS, INC.**

**VOLUME 1**

**DOCKET NO. P-55 Sub 1210**

**DATE October 10, 2000**

PLACE: Dobbs Building, Raleigh, North Carolina

DATE: October 10, 2000

DOCKET NO.: P-55, Sub 1210

TIME IN SESSION: 9:31 A.M. to 12:30 P.M.

BEFORE: Commissioner Sam J. Ervin, IV, Presiding

IN THE MATTER OF:

Enforcement of Interconnection Agreement  
Between Intermedia Communications, Inc. and  
BellSouth Telecommunications, Inc.

VOLUME 1

A P P E A R A N C E S :

FOR BELL SOUTH TELECOMMUNICATIONS, INC.:

Andrew D. Shore  
Kip Edenfield  
BellSouth Telecommunications, Inc.  
Post Office Box 30188  
Charlotte, North Carolina 28230

FOR INTERMEDIA COMMUNICATIONS, INC.:

Charles C. Meeker  
Layth S. Elhassani  
Parker Poe Adams & Bernstein, L.L.P.  
150 Fayetteville Street Mall, Suite 1400  
Raleigh, North Carolina 27602

Jonathan E. Canis  
Kelley Drye & Warren LLP  
1200 19th Street, N.W., Suite 500  
Washington, D.C. 20036

drafted this document?

THE WITNESS: Under my super--supervision.  
That's correct.

COMMISSIONER ERVIN: So, basically, he put--in  
the old days we would have said "pen to paper," but  
I assume he put his fingers to some keyboard and  
actually physically created it; is that right?

THE WITNESS: Yes, sir. That is correct.

COMMISSIONER ERVIN: Now, after he created it,  
I take it he then showed it to you?

THE WITNESS: Yes. In fact, we talked several  
times through the drafting process about that  
agreement.

COMMISSIONER ERVIN: All right. Now, you've  
mentioned several times a conversation or  
conversations that you had with Ms. Strow, and I  
haven't got clear in my own mind what you're saying  
about that. So let me ask you a few things about  
that particular subject. How many times, prior to  
the execution of this agreement, did you talk to  
Ms. Strow?

THE WITNESS: About this subject and about  
this agreement, at least twice.

COMMISSIONER ERVIN: All right. Now, tell me about the first of those two conversations, as you remember them.

THE WITNESS: The first, as I remember, was by telephone. And I believe she was, in fact, traveling. And the purpose of the conversation-- Julia and I had met previous--previous--previously for lunch, and she was informing me that she was taking over the new job. That Tom Allen had moved on to IC--ICG, a different company. And that she would be coming to me, and I would be her key point to bring issues and to bring changes that were actually needed. And so we met and talked, and she just gave me heads up that she would be asking for it. And she knew to call Mr. Hudnall, who was assigned to her account, to do the agreement.

COMMISSIONER ERVIN: So had she talked to somebody else within BellSouth before the first of the two conversations that you're telling me about?

THE WITNESS: She may have talked to the account team. That I'm not certain of.

COMMISSIONER ERVIN: But at any rate, you got a call from her or heard from her and spoke with

her by phone?

THE WITNESS: Yes, sir, definitely.

COMMISSIONER ERVIN: Tell me, as best you can, what happened during that first conversation as you recall it.

THE WITNESS: What I remember doing after talking with her--and the conversation is pretty much as short as what I just mentioned--what I did then was to go out and talk with Mr. Hudnall. Because I get a lot of customer calls, and I'll go out--

COMMISSIONER ERVIN: Let me--let's kind of keep in order here. Tell me, as best you can--and I realize you can't do it verbatim--but summarize for me the first conversation that you had with her--

THE WITNESS: Okay.

COMMISSIONER ERVIN: --and stop when you get through describing the conversation.

THE WITNESS: All right. I'm sorry. What she said was, as best that I can recall, is, "Jerry, we need a multi-tandem access agreement. I met with the account team, and we need to amend our

agreement."

COMMISSIONER ERVIN: And what, if anything, did you say in response to that?

THE WITNESS: If I--what I would typically say--and I don't know that it's any different on this one--is that I'll get with Mr. Hudnall, and we'll get moving on it to work on it.

COMMISSIONER ERVIN: All right. So is that the end of the first conversation as you recall it?

THE WITNESS: Yes, sir.

COMMISSIONER ERVIN: In the first conversation, was there any discussion--explicit discussion about the introduction of elemental rates into the agreement as a whole?

THE WITNESS: In the very first one, I honestly cannot recall.

COMMISSIONER ERVIN: Okay. How much later--well, let me back up a second. We've got a date on which this agreement was executed. Do you recall or can you even estimate how much in advance of the execution of the agreement the first of these two conversations occurred?

THE WITNESS: I would say it was probably no

more than just a little bit over two weeks.

COMMISSIONER ERVIN: Now, did you talk to Mr. Hudnall after this first conversation with Ms. Strow?

THE WITNESS: Yes, I did.

COMMISSIONER ERVIN: And what did you tell Mr. Hudnall?

THE WITNESS: That ICI would be calling looking to amend their agreement to include multiple tandem access, and, you know, we talked about the things that we had to have in that agreement.

COMMISSIONER ERVIN: So you talked to him, I assume, about the elemental rates--

THE WITNESS: Yes, sir.

COMMISSIONER ERVIN: --and you did so for the reason that you've previously given me?

THE WITNESS: Yes, sir.

COMMISSIONER ERVIN: All right. Now, did you then get a document back from Mr. Hudnall before your second conversation with Ms. Strow?

THE WITNESS: Yes, I did.

COMMISSIONER ERVIN: And that's when you



**Q. PLEASE IDENTIFY YOURSELF.**

**A.** My name is Carl Jackson. My current position with Intermedia Communications, Inc. is set out in my direct testimony filed January 9, 2001.

**Q. WHAT IS THE PURPOSE OF THIS REBUTTAL TESTIMONY?**

**A.** My purpose is to respond to certain statements made in the Direct Testimony of Cynthia Cox, a BellSouth witness.

**Q. ON PAGE 4 OF HER DIRECT TESTIMONY, MS. COX STATES THAT INTERMEDIA'S TENNESSEE SWITCHES DO NOT COVER A GEOGRAPHIC AREA COMPARABLE TO BELL SOUTH'S TANDEM SWITCHES. IS SHE CORRECT?**

**A.** No. During the period prior to December 31, 1999, Intermedia had customers in the Nashville and Franklin rate centers covering Davidson and Williamson counties in the Nashville area. These rate centers cover a major portion of the BellSouth local tandem serving those counties. During the same period, Intermedia had customers in the Memphis and Collierville rate centers covering Shelby and Fayette counties in the Memphis area. Copies of these rate center maps are attached as **Jackson Exhibit 6**. These maps demonstrate that during the relevant period, Intermedia's switch covered a geographic area comparable to BellSouth's local tandem serving Davidson and Williamson counties and the BellSouth local tandem serving Memphis.

**Q. IN HER TESTIMONY MS. COX STATES THAT INTERMEDIA MUST DEMONSTRATE THAT ITS SWITCH PERFORMS THE SAME FUNCTIONS THAT ARE PERFORMED BY BELL SOUTH'S LOCAL TANDEM TO BE ELIGIBLE FOR THE TANDEM RATE. IS SHE CORRECT?**

**A.** No, she is not. As I testified in my direct testimony, Rule 51.711(a)(3) requires only that a competitive carrier demonstrate that its switch covers a geographic area comparable to that of the incumbent's local tandem. Intermedia has made this showing and is entitled under the law to the tandem rate for terminating BellSouth-originated calls in Nashville and Memphis. The rule does not say that the competitive carrier's switch must be a tandem switch to receive the tandem interconnection rate. Indeed, the rule does not include the word "tandem" at all.

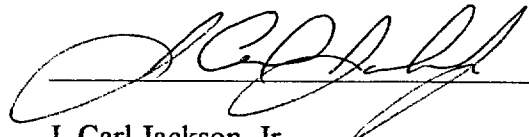
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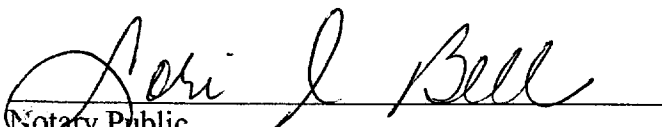
COUNTY OF

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared J. Carl Jackson, Jr., Senior Director-Industry Policy, Intermedia Communications Inc., who, being by me first duly sworn deposed and said that:

He is appearing as a witness before the Tennessee Regulatory Authority in Docket No. 00-00280 on behalf of Intermedia Communications Inc., and if present before the Authority and duly sworn, his testimony would be set forth in the annexed rebuttal testimony consisting of 1 page and 1 two-page exhibit

  
J. Carl Jackson, Jr.

Sworn to and subscribed  
before me on: 9 March 2001.

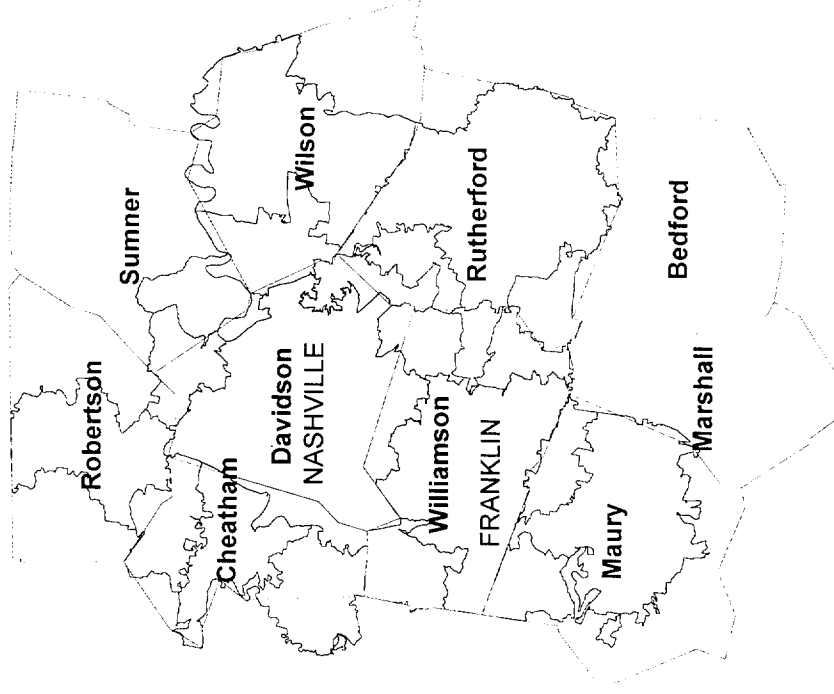
  
Notary Public

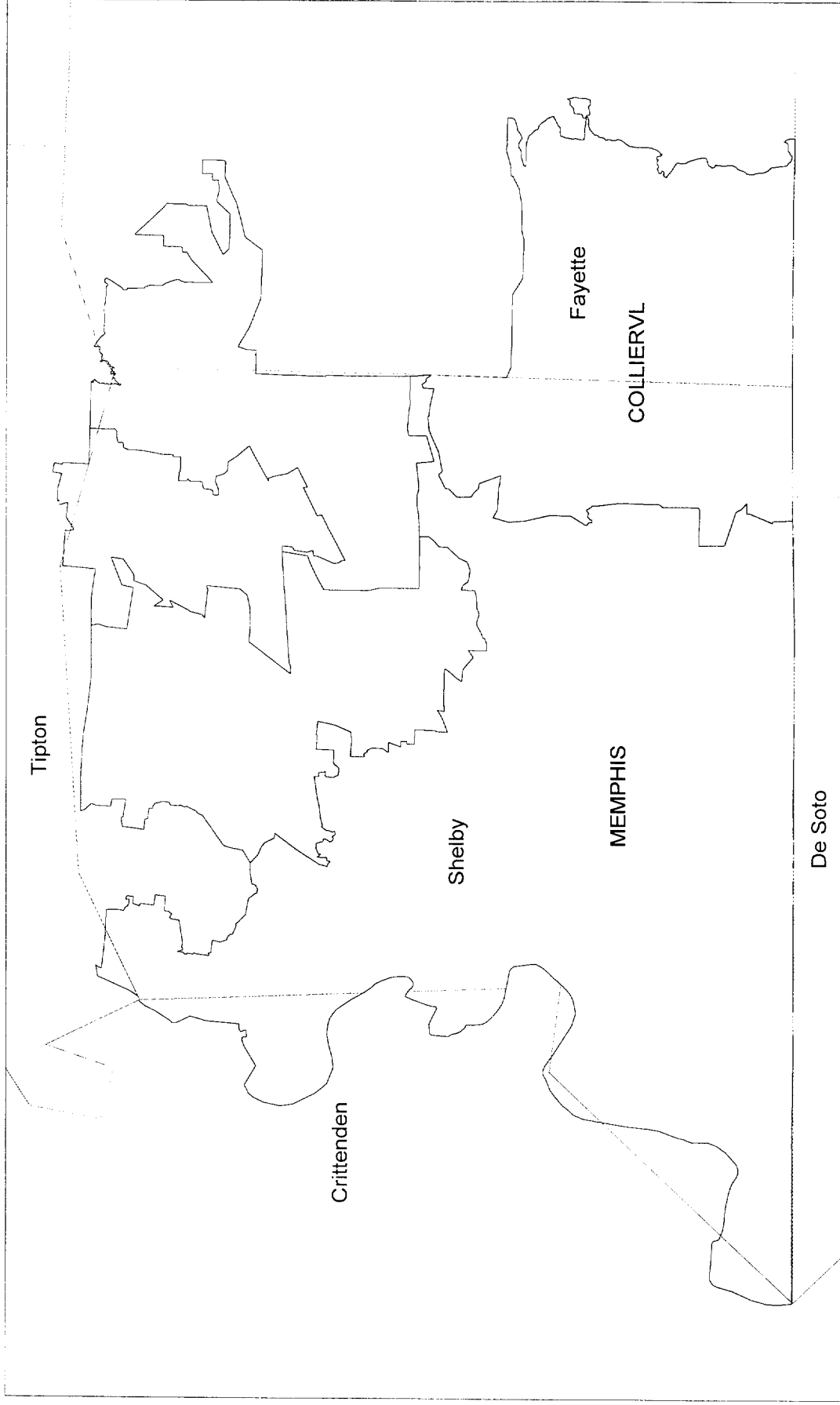
My commission expires:

Notary Public, Cobb County, Georgia.  
My Commission Expires July 2, 2001

**DOCKET NO. 00-00280**  
**EXHIBIT 6**  
**REBUTTAL TESTIMONY OF J. CARL JACKSON, JR.**

# NASHVILLE





REC'D TN  
AFFIDAVIT REGULATORY AUTH.

STATE OF *FLORIDA*

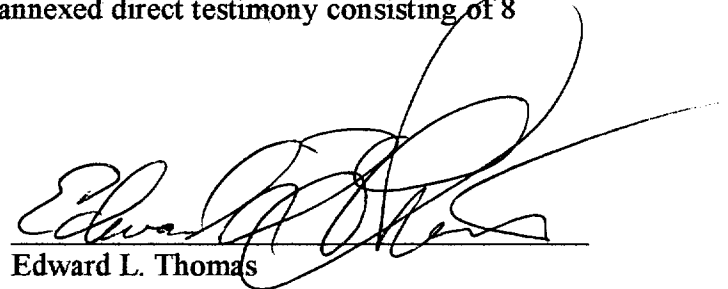
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COUNTY OF *HILLSBOURGH*

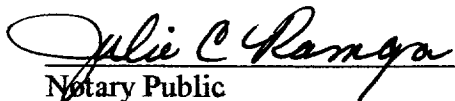
OFFICE OF THE  
EXECUTIVE SECRETARY

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Edward L. Thomas, Senior Director-Voice Planning and Deployment, Intermedia Communications Inc., who, being by me first duly sworn deposed and said that:

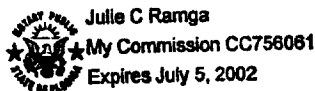
He is appearing as a witness before the Tennessee Regulatory Authority in Docket No. 00-00280 on behalf of Intermedia Communications Inc., and if present before the Authority and duly sworn, his testimony would be set forth in the annexed direct testimony consisting of 8 pages and 1 exhibit.

  
Edward L. Thomas

Sworn to and subscribed  
before me on: March 9<sup>th</sup>, 2001.

  
Notary Public

My commission expires:



AFFIDAVIT REC'D TN  
REGULATORY AUTH.

STATE OF

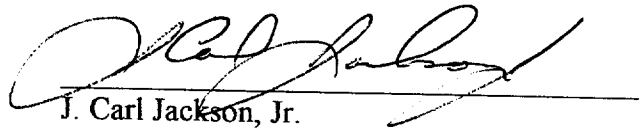
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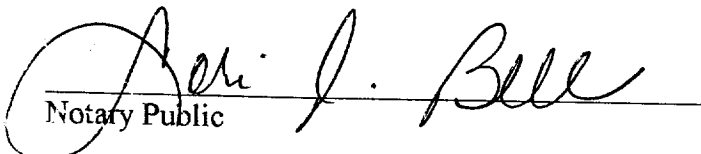
OFFICE OF THE  
EXECUTIVE SECRETARY

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared J. Carl Jackson, Jr., Senior Director-Industry Policy, Intermedia Communications Inc., who, being by me first duly sworn depose and said that:

He is appearing as a witness before the Tennessee Regulatory Authority in Docket No. 00-00280 on behalf of Intermedia Communications Inc., and if present before the Authority and duly sworn, his testimony would be set forth in the annexed testimony consisting of 18 pages and 5 exhibit(s).

  
J. Carl Jackson, Jr.

Sworn to and subscribed  
before me on: 9 March 2001.

  
Notary Public

My commission expires:

Notary Public, Cobb County, Georgia.  
My Commission Expires July 2, 2001